

In re:  
Darren Price  
Debtor

Case No. 19-16173-elf  
Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0313-2  
Date Rcvd: Jan 28, 2021

User: admin  
Form ID: pdf900

Page 1 of 2  
Total Noticed: 1

The following symbols are used throughout this certificate:

| Symbol | Definition   |
|--------|--|
| +      | Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP. |

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 30, 2021:

| Recip ID | Recipient Name and Address                                       |
|----------|--|
| db       | + Darren Price, 750 Kentwood Street, Philadelphia, PA 19116-3622 |

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

## NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 30, 2021

Signature: /s/Joseph Speetjens

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 28, 2021 at the address(es) listed below:

| Name                    | Email Address  |
|-------------------------|--|
| LEON P. HALLER          | on behalf of Creditor U.S. Bank National Association (Trustee for the Pennsylvania Housing Finance Agency, pursuant to a Trust Indenture dated as of April 1, 1982) lhaller@pkh.com, dmaurer@pkh.com;mgutshall@pkh.com |
| REBECCA ANN SOLARZ      | on behalf of Creditor U.S. Bank National Association (Trustee for the Pennsylvania Housing Finance Agency, pursuant to a Trust Indenture dated as of April 1, 1982) bkgroup@kmlawgroup.com                             |
| STEPHEN MATTHEW DUNNE   | on behalf of Debtor Darren Price bestcasestephen@gmail.com dunnesr74587@notify.bestcase.com  |
| United States Trustee   | USTPRegion03.PH.ECF@usdoj.gov  |
| WILLIAM C. MILLER, Esq. | on behalf of Trustee WILLIAM C. MILLER Esq. ecfemails@ph13trustee.com, philaecf@gmail.com  |

District/off: 0313-2

User: admin

Page 2 of 2

Date Rcvd: Jan 28, 2021

Form ID: pdf900

Total Noticed: 1

WILLIAM C. MILLER, Esq.

ecfemails@ph13trustee.com philaecf@gmail.com

TOTAL: 6

Certificate of Notice Page 3 of 5  
**IN THE UNITED STATES BANKRUPTCY COURT  
 FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

|   |                |                       |
|---|----------------|-----------------------|
| Darren Price  |                | CHAPTER 13            |
|   | <u>Debtor</u>  |                       |
| U.S. BANK NATIONAL ASSOCIATION,<br>(Trustee for the Pennsylvania Housing Finance<br>Agency, pursuant to a Trust Indenture dated as of<br>April 1, 1982) |                | NO. 19-16173 ELF      |
|   | <u>Movant</u>  |                       |
| vs.   |                |                       |
| Darren Price  |                | 11 U.S.C. Section 362 |
|   | <u>Debtor</u>  |                       |
| William C. Miller, Esquire  |                |                       |
|   | <u>Trustee</u> |                       |

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$21,626.36** which breaks down as follows;

|                                    |   |
|------------------------------------|---|
| Post-Petition Payments:            | October 2019 to November 2020 at \$1,284.07/month |
|                                    | December 2020 to January 2021 at \$1,309.19/month |
| Fees & Costs Relating to Motion:   | \$1,031.00  |
| <b>Total Post-Petition Arrears</b> | <b>\$21,626.36</b>                                |

2. The Debtor shall cure said arrearages in the following manner:

a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of **\$21,626.36**.

b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$21,626.36** along with the pre-petition arrears;

c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

3. Beginning with the payment due February 1, 2021 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$1,309.19 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month).

4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: January 12, 2021

By: /s/ Rebecca A. Solarz, Esquire  
Attorney for Movant

Date: January 21, 2021

/s/ Stephen Matthew Dunne, Esquire  
Stephen Matthew Dunne, Esquire  
Attorney for Debtor


*\*No objection to its  
terms, without  
prejudice to any of  
our rights and  
remedies*

Date: January 26, 2021

/s/ LeRoy W. Etheridge, Esquire\*  
William C. Miller, Esquire  
Chapter 13 Trustee

**ORDER**

Approved by the Court this 28th day of January, 2021. However, the court  
retains discretion regarding entry of any further order.

  
\_\_\_\_\_  
Bankruptcy Judge  
Eric L. Frank